

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shasta Beverages, Inc.		11/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Beverage Corp.		
Street Address:	8100 SW 10th St., 4th Floor		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33324		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2177712	ST. NICK'S	
CORRESPONDENCE DATA			
Fax Number:	(954)475-8780		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	9545810922		
Email:	vhilden@nationalbeverage.com		
Correspondent Name:	Vickie L. Hilden		
Address Line 1:	8100 SW 10th St., 4th Floor		
Address Line 4:	Ft. Lauderdale, FLORIDA 33324		
NAME OF SUBMITTER:	Vickie L. Hilden		
Signature:	/vlh/		
Date:	11/23/2009		
Total Attachments: 2 source=ST NICKS ASSIGNMENT#page1.tif			

CH \$40.00 2177712

900148314

TRADEMARK
REEL: 004101 FRAME: 0225

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made this 23rd day of Nov., 2009, by and between Shasta Beverages, Inc., a Delaware corporation ("Assignor") with its principal place of business at 26901 Industrial Blvd., Hayward, CA 94545, and National Beverage Corp., a Delaware corporation with its principal place of business at 8100 SW 10th Street, Suite 4000, Fort Lauderdale, FL 33324 48091 ("Assignee").

RECITALS

A. Assignor is the owner of the mark ST. NICK'S, U.S. Trademark Registration No. 2177712; and

B. Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to said mark together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

1. Assignment.

Assignor, for itself and its predecessors in title, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (i) any and all of Assignor's right, title and interest in and to the trademark ST. NICK'S (U.S. Trademark Registration No. 2177712, the "Mark") and all goodwill of the business symbolized by the Mark; (ii) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Mark, if any, including without limitation, damages and payments for past or future infringements and misappropriations of the Mark; and (iii) any and all rights to sue for past, present and future infringements or misappropriations of the Mark.

2. Miscellaneous.

(a) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, the Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Mark; (ii) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Mark; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

(b) Assignor hereby covenants and agrees to promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments as Assignee may reasonably request in order to effectuate and perfect the assignment contemplated by this Agreement and to otherwise register and secure in

Assignee's name the Mark. Assignor hereby further covenants and agrees not to directly or indirectly contest or dispute, or assist any other party (other than Assignee) to contest or dispute, Assignee's right, title and/or interest in and to the Mark.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

(d) This Agreement shall be governed by the laws of the State of Delaware without regard for its conflict of interest laws.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first set forth above.

ASSIGNOR:

SHASTA BEVERAGES, INC.

By: Dean A. McCoy

Name: Dean A. McCoy

Title: VP

ASSIGNEE:

NATIONAL BEVERAGE CORP.

By: G. Baschn

Name: G. Baschn

Title: SVP